



MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF CHULA VISTA

AND

CHULA VISTA

EMPLOYEES ASSOCIATION

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**JULY 1, 2001 - JUNE 30, 2005**

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS  
AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND  
THE CHULA VISTA EMPLOYEES ASSOCIATION FOR FISCAL YEARS July 1, 2001 –  
June 30, 2005.

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## **ARTICLE 1.01 PREAMBLE**

This Memorandum of Understanding is entered into by the City Manager of the City of Chula Vista, hereinafter referred to as "City," and the Chula Vista Employees Association, hereinafter referred to as "CVEA."

## **ARTICLE 1.02 RECOGNITION**

The City recognizes CVEA as the exclusive representative for employees in Classifications listed in Appendix A.

## **ARTICLE 1.03 CITY RIGHTS**

- I. Nothing contained herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of legislative or managerial policy.

The exclusive rights of the City shall include, but not be limited to, the right to:

Establish, plan for, and direct the work force toward the organizational goals of the City government.

Determine the organization, and the merits, necessity, and level of activity or service provided to the public.

Determine the City budget.

Establish, regulate and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, layoff, retention and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.

Discipline or discharge employees.

Determine the methods, means, numbers and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.

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Subcontract out various services currently performed by City work force when such actions will result in cost savings to the City.

Effect a reduction in authorized positions.

Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.

Continue to exercise efficient and productive management practices consistent with Federal and State laws and in compliance with the City Charter and City ordinances.

## II. FITNESS

The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the City with reasonable cause, may require medical and psychological assessments of employees provided the City pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Any treatment or remedial action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for City employees and the Substance Abuse Policy.

## ARTICLE 1.04 CVEA RIGHTS

- I. Authorized representatives of the CVEA may be allowed reasonable access to unit employees during working hours for the purpose of consulting regarding the employer-employee relationship, provided that the work operation and service to the public are not impaired and the authorized representatives shall have given advance notice to, and been granted authorization by, the department head or his designated representative when contacting unit employees during the duty period of the employees. The department head or his designee shall determine the appropriate time for such access.
  - A. CVEA may designate up to six (6) representatives (including the President and Vice-President) who will be allowed reasonable access to unit employees.

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- II. The Association may be granted use of City facilities by the appropriate appointing authority for meetings composed of unit employees, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with the City needs.
  - III. A reasonable amount of space shall be provided to the Association on City bulletin boards for official CVEA communications with members. Copies of such communications shall be furnished to the Human Resources Director's Office for review.
  - IV. The City of Chula Vista shall bill Service Employees International Union \$0.10 per member per pay period for the full costs incurred for dues deduction on behalf of CVEA.
  - V. The City shall make available to CVEA space for a filing cabinet. Such space shall be mutually agreed upon by the City and CVEA.

#### **ARTICLE 1.05 LABOR-MANAGEMENT COOPERATION**

The parties agree that during the term of this agreement, they will continue to support the Quality of Work Life Program. In addition they will continue to participate in efforts to contain health care costs through the existing Health Care Committee.

#### **ARTICLE 1.06 CAREER ADVANCEMENT**

The City may designate entry level groups of classifications which will be considered as career advancement classifications. Employees may be hired for a vacancy in the higher classification at the lower level classification, and not be required to undergo a promotional exam to advance to the higher position. The employee initially hired may qualify for certification to the higher position upon (1) successful performance for a minimum of one year in the lower position, (2) a positive recommendation by the appointing authority and (3) approval by the City Manager upon recommendation of the Human Resources Director. Upon advancement to the higher classification, the employee shall be compensated at the pay rate closest to, but not less than, he/she was compensated in the lower class. The Human Resources Director shall advise the CVEA representative on the status and usage of this Article, upon request.

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## **ARTICLE 2.01(A)      WAGES**

### **I.      BASE WAGES**

All CVEA employees will receive a 3% salary increase effective the pay period including January 1, 2002.

If 3% at 60 is approved by the legislature and available as a PERS contract option on or before January 1, 2003 this option will be provided to CVEA members and the City shall pay eight percent (8%) of the employee's contribution to PERS for classifications represented by CVEA. If 3% at 60 is contracted for as of January 1, 2003 the following salary increases will be in effect for the remainder of the contract:

All CVEA employees will receive a 2% salary increase effective the pay period including January 1, 2003.

All CVEA employees will receive a 3% salary increase effective the pay period including January 1, 2004.

All CVEA employees will receive a 4% salary increase effective the pay period including January 1, 2005.

If 3% at 60 is NOT an available contract option as of January 1, 2003 the following salary increases will be in effect for the remainder of the contract:

All CVEA employees will receive a 4% salary increase effective the pay period including January 1, 2003.

All CVEA employees will receive a 4% salary increase effective the pay period including January 1, 2004.

All CVEA employees will receive a 5% salary increase effective the pay period including January 1, 2005.

II.      The City will continue to pay 7% toward the employee's portion of the PERS contribution. If 3% at 60 is available as a PERS contract option on or before January 1, 2003 as of January 2003 the City shall pay eight percent of the employee's contribution for classifications represented by CVEA.

III.     Distribution of paychecks shall be done only on regular paydays. However, in an emergency, employees may receive their check on a day other than a regular payday if a memo is directed from the Department Head to the Director of Finance justifying the request.

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- IV. CVEA represented employees may receive their regular biweekly salary in advance of the regular pay day if the employee will be on approved vacation at the time of the regular pay day. The employee shall notify the Finance Department at least three (3) working days prior to the payday on which the payment is desired. Payment in advance due to vacation will not be available to represented employees who have paychecks directly deposited.
  - V. All other payroll and wage changes, such as merit increases, shall be made effective at the beginning of the regular pay period on or following the date of change.
  - VI. The CVEA/Management Classification Review Advisory Committee will continue to meet to review classification issues affecting CVEA represented employees.

#### **ARTICLE 2.01(B) ACTING PAY**

When an employee is assigned to perform the duties of a higher paid classification for a period of 5 consecutive work days or 40 consecutive working hours, such employee shall be compensated with a minimum of 5 percent above current salary rate up to a maximum of 20 percent, effective the first day of the out of class assignment. Requests for Out-of-Class compensation shall be submitted by the Department Head on a "Payroll Change Notice" form as percentage amounts only.

The duration of Acting Pay assignments shall not exceed one calendar year.

#### **ARTICLE 2.01(C) SPECIAL ASSIGNMENT PAY**

CVEA represented employees may be eligible to receive a maximum of 5% above base pay when assigned by the city Manager to a "Special Project".

#### **ARTICLE 2.01(D) JOB SHARING**

The City will make reasonable accommodation for an employee in a regular position who desires to share their job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified in writing by the appointing authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

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## ARTICLE 2.01(E)      WORK FURLOUGH

The forty (40) hour work furlough will occur between the Hard Holidays of December 25 and January 1 each year. The remaining eight (8) furlough hours will be added to a furlough leave balance account. In classifications where staffing of positions will be necessary, those employees affected will retain the number of furlough hours worked up to 40.

Commencing July 21, 1995 through FY 2011, employees' biweekly pay shall be reduced by an amount reflecting the forty (40) hour Work Furlough.

The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

- I. Overtime during furlough period – Employees on furlough time who are subsequently called in to work will be paid Callback – Article 2.08 in accordance with the provisions of the CVEA MOU Article 2.07 Overtime.
- II. Furlough leave hours must be used in the fiscal year in which they are credited, except for the provision in 3 below.
- III. Employees, who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for carryover, employees must demonstrate in writing that they made every effort to use their allotted furlough leave.
- IV. Furlough hours will be prorated for new hires, terminating employees and employees who have an established schedule of  $\frac{3}{4}$  time or less.
- V. The City will make every effort to notify employees of furlough scheduling by **August 1<sup>st</sup>** of each year. In cases where decisions relating to which employee within a particular classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
- VI. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
- VII. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough hours, will be required to use vacation or floating holiday leave or compensatory time. Sick Leave will not be approved to offset furlough



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hours during the furlough period. If there are not sufficient furlough hours in the aforementioned categories, the time will be recorded as Leave without Pay.

## **ARTICLE 2.02 BILINGUAL PAY**

Effective the first full pay period following Council adoption of the MOU, represented employees who are required to frequently use their bilingual skills in the performance of their duties, will receive \$100 per month in addition to their regular pay. Bilingual pay will be subject to recommendation of the department head, approval by the HR Director and successful completion of a bilingual performance examination.

## **ARTICLE 2.03 SHIFT DIFFERENTIALS**

- I. In addition to their regular salary, CVEA represented employees shall receive extra compensation of \$45.00 per biweekly pay period under the conditions listed below. Under no circumstances shall an employee receive compensation for more than one of these conditions during any one pay period:
  - A. When scheduled to work a majority of their shift after 5:00 p.m. or before 8:00 a.m. for a majority of a pay period.
  - B. When regularly scheduled daily work shifts are regularly split by two or more consecutive hours for a majority of a pay period.
  - C. When regularly scheduled shifts result in split weekend shifts which do not allow for two consecutive days off.
- II. A night shift differential shall not be paid for standby duty.
- II. Librarians shall not be eligible for any shift differential.

## **ARTICLE 2.04 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, TOOL ALLOWANCE AND UNIFORMS**

- I. Safety Equipment and Protective Clothing

Safety equipment, protective clothing and training, including appropriate, approved

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- self-defense training such as “pepper spray use” will be provided use to employees as recommended by their Department Head, in concert with the Risk Manager.
- II. Tool Allowance – Employees in classifications required to purchase and/or replace approved tools used in a work capacity are eligible to receive up to \$425 as needed per fiscal year.
- III. Safety Shoe allowance – Employees in classifications required by their Department Head or the Risk Manager to wear safety shoes in the performance of their duties, may be reimbursed up to \$125 as needed per pair when approved by the Department Head.
- IV. A. The classifications listed in **Appendix B** will wear uniforms supplied and maintained by the City. Five uniform changes will be made available to each employee each week. Employees will be held responsible for the loss or misplacement of said uniforms. In the event of uniform loss, the employee will be required to reimburse the City for the uniform's replacement unless employee can show non-negligence on employee's part.
- B. The City will reimburse employees in the classifications listed in **Appendix C** for uniforms and will provide a uniform cleaning allowance of \$75 per fiscal year when authorized by the Director of Public Safety or appropriate Department Head. The allowance will be paid during the month of June to employees who have spent more than 50 percent of their working hours in uniform during the fiscal year.
- C. The City will provide uniform shorts to employees in classifications listed in **Appendix B**; and will reimburse employees in classifications listed in **Appendix C** for the purchase of uniforms shorts, when approved by the Department Head and Risk Manager.

## **ARTICLE 2.05 MILEAGE REIMBURSEMENT**

Employees shall be subject to the City’ Mileage Reimbursement Program when required to use their personal vehicle for authorized City business. The reimbursement rate will be tied to the current maximum IRS rate.

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## **ARTICLE 2.06    WORK WEEK**

- I.     The work week is a fixed and regular recurring period of 168 consecutive hours, 7 consecutive 24 hour periods. The usual work week in the City begins at 12:01 a.m. on Friday morning and ends at 12:01 a.m. the following Friday morning.
  - A.     Communication Operators Lunch Break - Communication Operators who work a 10-hour shift will be on call during their lunch hour. As such, they shall eat lunch in the Communication Center at a designated table in the center, or in the lunch/break room in the Police Department.

## **ARTICLE 2.07    OVERTIME**

- I.     Definition - Whenever an employee is ordered to work more than 40 hours in a work week they shall be granted overtime pay at the rate of 1-1/2 times their Fair Labor Standards Act (FLSA) "Regular Rate", compensatory time off at 1-1/2 times the extra hours worked, or upon employee request and with the approval of his/her supervisor and Department Head, the employee may take off the number of overtime hours worked on a straight-time basis within the same work week. Such overtime work shall be only at the direction of and first approved by the employee's immediate supervisor. Payment for overtime shall be made during the pay period wherein the overtime was earned. A record of compensatory overtime earned and utilized shall be maintained on the biweekly pay records. Compensatory overtime shall not be accrued to an employee's credit for any time in excess of 65 hours. Reimbursement for overtime with time off or pay will be at the option of the supervisor and the department head based on the employee's request while recognizing the overall departmental staffing requirements.

"Time Worked" - Includes all paid hours including sick leave, leaves during which Workers' Compensation is paid, vacation time, holidays or any other time away from the job that is paid.
- II.    Administration of Overtime - All time worked in addition to the work week with the exception of insignificant amounts of "hours worked" will be counted toward the 40 hour work week. Insignificant amounts of hours worked is defined as any time worked outside the regular schedule that is less than 15 minutes in a day, unless definition is changed in Federal Regulations or by court action.
- III.   Meal Break - When employees are required to work over four hours overtime, they shall be granted a 1/2 hour unpaid meal break.

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- IV. When employees are assigned to work scheduled overtime, that is not directly tied to the beginning or ending work hours, there will be a minimum of two (2) hours paid overtime, at 1 ½ times their regular rate of base pay.

## **ARTICLE 2.08 CALLBACK**

Whenever employees are called back to work after they have left their work site and are required to return to work before the scheduled start of the next shift, they will receive a bonus of \$50.00 in addition to the greater of two (2) hours or actual overtime worked.

In the event of a callback, the employee may, at the discretion of the City, be prohibited from working his/her next scheduled shift due to safety concerns, D.O.T. regulations, etc., the employee has the option of taking the time off or submitting a request for overtime pay. In order to qualify for overtime pay under the Fair Labor Standards Act (FLSA), the employee must submit a Leave Request for all or part of his/her normal scheduled shift (up to eight hours).

Any combination of hours worked on the callback and hours of leave requested that exceed eight (8) will be paid at the overtime rate. The Leave Request may be for any type of accrued leave (vacation, holiday, compensatory overtime), *except* sick leave. Furlough hours used prior to the furlough period must be approved by the City.

The callback bonus and two (2) hour overtime minimum will only apply when the employee has not been notified of the date and time of the callback prior to leaving the work site. Any temporary changes to an employee's regular work schedule shall not be used to avoid callback.

## **ARTICLE 2.09 STANDBY**

- I. Definition - Standby duty is defined as that period of time assigned by the appointing authority in addition to the employee's normal work week during which time the employee must leave work with a designated individual where he or she can be reached in case a callback is necessary. Hours spent on standby will not be considered hours worked. Employees assigned to standby duty are subject to the provisions of Section 2.07 overtime.
- II. Standby pay - Employees on standby shall be compensated at the rate of \$200.00 in additional pay for each full work week during which they are assigned to standby. Such employees are bound by the City's substance abuse policy.

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## **ARTICLE 2.10    MODIFIED DUTY**

When an employee is injured on the job and, according to their doctor, is able to return to "light duty," the City will make every effort to place the employee in a modified duty assignment as closely approximating as possible the type of work the employee normally does, until they are released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the department which is consistent with the physical restrictions. Notwithstanding the above the acceptance of a modified duty assignment, if available, will be mandatory.

## **ARTICLE 2.11    HEALTH AND WELFARE**

### **I.        Flexible Benefit Plan**

- A.        CVEA represented employees shall receive \$6490 effective January 1, 2002. per fiscal year to purchase benefits as allowed by Section 125 of the IRS Code.
- B.        To maintain relative buying power for employees to purchase health benefits from their flexible benefit plan in the event that health plan premium rates increase, the City agrees to increase the annual Flex Plan allotment by one half (1/2) of the average cost increase for full family non-indemnity health plan premiums. The City's share of the increased cost will be added to the beginning Flex Plan balance of the next available Flex Plan year. The City agrees that the annual Flex Plan allotment will not be decreased.

In September 2003, the City and the Association agree to re-open and discuss health insurance contributions and health benefit programs for classifications represented by CVEA

### **II.       Additional Benefits**

- A.        Long-Term Disability - The City agrees to contribute the amount necessary to provide long-term disability protection for each employee represented by CVEA in accordance with the following:  
The plan will include a thirty (30) day waiting period, a maximum benefit of 60% of salary up to \$7,500/month, and is subject to the provisions of existing applicable insurance and retirement plans.

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During the term of this agreement, the parties will work together to explore LTD improvements.

- B. The CVEA Professional Enrichment Fund of \$35,000 (\$57,000 effective July 1, 2003) is to be used by represented employees in the following manner: This Fund is to be divided into two equal amounts; half will be designated for use during the first six months of each fiscal year (July-December); the remaining half will be used during the second six months of each fiscal year (January-June). **Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June.** From this pool, employees may request reimbursement for Professional expenses in accordance with State and Federal law. Employees must receive approval from their Department Head and the City Manager's designee before funds may be claimed for reimbursement out of this fund. Employees may receive up to a maximum of \$800 per fiscal year. All reimbursements are taxable.

The Association and City may by mutual agreement use up to one half of these funds for agreed upon classroom training, organization development or team building.

- C. Flexible Spending Accounts for Health Care and Dependent Care

Two Flexible Spending Accounts (FSA's), under Sections 125, 105, 129 and 213 of the Internal Revenue Service Code, are offered to all represented employees. Employees may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

1. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to \$2,500 to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

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2. Dependent Care FSA

Before the start of the FSA plan year (January 1, to December 31), represented employees may reduce their salary up to \$5,000 to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through an FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year (refer to Section 2.11,I,C.2.c.{6}). Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations.

This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangements to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

3. FSA Administration

The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with third party administration. Participating employees will pay monthly, per employee, or per transaction administration fees, if any.

D. Health and Dental Payroll Deductions Treated as Pre-Tax

Under Sections 125, 105, and 213 of the Internal Revenue Service Code, the City treats all payroll deductions for health and dental care on a pre-tax basis, unless an affected employee requests that such deductions be taxed. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

E. Medical Premium Retirement Benefit Plan

The City offers a medical premium retirement benefit plan, under Section 457(f) of the Internal Revenue Service Code, to all represented employees through the JPEBA, Joint Powers Employee Benefit Authority (or an equivalent plan). This program provides employees the option of making unlimited pre-tax contributions from their wages to pre-fund post-retirement health insurance premium costs for themselves and their dependents.

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Since IRS Section 457(f) requires restrictions on the program that can result in forfeiture of the contributions to the City for specified reasons, employees are advised to carefully review the information that will be provided on the program prior to deciding whether or when to participate.

The City will pay the start-up costs associated with third party administration. Participating employees will pay the participant costs (currently \$24 per year). If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

F. Employee Group Term Life Insurance

The City agrees to pay the premium for \$17,000 of group term life insurance for each represented employee. Represented employees may apply for themselves and their eligible dependents purchase from \$30,000 to \$300,000 of supplemental group term life insurance in \$10,000 increments through the City's group insurance plan with employees paying the additional cost through payroll deductions.

## **ARTICLE 2.12 RETIREMENT**

### **I. RETIREMENT BENEFITS**

- A. Effective January 1, 2003, CVEA represented employees will be covered by the PERS 3%@60 Retirement Plan option. If 3%at60 PERS Retirement option (AB616) is available on or before January 1, 2003, it will be implemented January, 2003.
- B. All CVEA represented employees will receive Fourth Level of 1959 Survivor Benefit (Sections 21380-21387, 21382.2 and 21382.4). The PERS 1959 Survivors Benefit employee premium cost of \$2.00 per month will continue to be paid by the City.
- C. The City will provide all CVEA represented employees PERS One-Year Highest Compensation, Section 20024.2.
- D. The City will provide represented employees with the option of purchasing military service credit as public service under PERS Section 20930.3. As provided in Section 20930.3, eligible employees who decide to exercise the option to purchase up to four years of prior military service credit would pay the amount calculated by PERS for both the employer's and the employee's contribution.



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- E. Employer Paid Member Contributions Converted to Payrate (EPMC) will be provided via resolution the pay period including January 1, 2002.
  - F. PERS Sections 21624, 21626 and 21628 Post-Retirement Survivor Allowance will be implemented, effective July, 2002.

All additional costs of employee retirement contributions mandated by the courts and/or ordered by PERS because of court decisions during the life of this contract will be shared equally by the City and the employees.

## **ARTICLE 2.13 HOLIDAYS**

- I. Hard or Fixed Holidays for employees who work the traditional Monday through Friday work week will be celebrated on the day that City offices are closed. For the term of this agreement, the Holiday schedule is as follows:

Library staff in represented classifications shall receive the same paid holidays that other CVEA represented employees receive (Article 2.13, Section I). If the City desires to have the Library remain open on any days during a holiday weekend, the Library management will make every attempt to use temporary personnel staffing. For the purposes of this section, the term "holiday weekend" is defined as the Saturday and Sunday following a City-recognized hard holiday which falls on a Friday; the Saturday and Sunday preceding a City-recognized hard holiday which falls on a Monday; the Saturday and Sunday following Thanksgiving Day; or any weekend on which a City-recognized hard holiday falls. If staff requests and management approves, or management requires any bi-weekly rate (full-or part-time) employees to work during a holiday weekend, they shall receive time and a half pay or compensatory time off.

- II. Hard Holiday Pay

- A. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday. Permanent part-time employees shall receive holiday pay at their regular hourly rate in the proportion that such permanent part-time employment bears to full-time employment.
- B. 1. For all employees except for Library employees and full-time employees that work a four ten-hour (10) day work week, if a hard holiday falls on the employee's first regularly scheduled day off, the holiday will be recognized on the previous day; if it falls on the employee's second regularly scheduled day off, the holiday will be

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recognized on the following day. If the eligible employee must work on the day to be recognized as a hard holiday, the employee shall be paid overtime compensation in addition to the hard holiday pay.

2. Overtime compensation, in addition to the holiday pay, shall be paid eligible employees who must work on any hard holiday.
3. CISS employees in the Police Department who are otherwise subject to the 4-10 work week may revert to an 8-hour schedule during any fixed holiday they are required to work.

C. Employees who work a flexible schedule (a 4-10 shift schedule for example) and who cannot observe a normal holiday schedule:

1. If a hard holiday falls on the employee's regularly scheduled day off, they will receive eight (8) hours pay.
2. If a hard holiday falls on an employee's regularly scheduled work day and they take that day off, they will receive eight (8) hours pay for that day. The employee must use the appropriate number of hours of vacation or holiday time to supplement the eight hours of holiday time in order to reach 40 hours for that work week, IF their normally scheduled shift was greater than eight (8) hours.
3. If an employee works a hard holiday on an eight (8) hour shift, they will receive eight (8) hours pay plus time and one-half for each hour worked.
4. If an employee works a hard holiday on a shift in excess of eight (8) hours, they will receive eight (8) hours holiday pay plus time and one-half for all hours worked. For example, an employee working a 10 hour shift will receive 8 hours holiday pay plus 10 hours pay at time and one-half.
5. If a represented permanent part-time employee works on a day to be observed as a hard holiday, they will receive holiday pay corresponding to the employee's full time equivalent hours plus pay at time and one-half for each hour worked.
6. If a hard holiday falls on the regularly scheduled day-off of a permanent part-time employee or if a hard holiday falls on a regularly scheduled work day but his/her work site is closed in observance of

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the holiday, the employee shall receive holiday pay corresponding to the employee's full time equivalent hours.

For payment purposes, if a hard holiday falls on a Saturday or Sunday, the day of observance shall be the actual day of the holiday for employees working a non-Monday-Friday flexible work schedule OR the day when the normal operations of his/her department or division are closed for those employees working a Monday-Friday flexible work schedule.

**HARD HOLIDAYS  
DATES CITY OFFICES ARE CLOSED**

|                                         | FY 01-02            | FY 02-03             | FY 03-04            | FY 04-05            |
|-----------------------------------------|---------------------|----------------------|---------------------|---------------------|
| <b>INDEPENDENCE DAY</b>                 | 7/4/01    Wednesday | 7/4/02    Thursday   | 7/4/03    Friday    | 7/5/04    Monday    |
| <b>LABOR DAY</b>                        | 9/3/01    Monday    | 9/2/02    Monday     | 9/1/03    Monday    | 9/6/04    Monday    |
| <b>THANKSGIVING</b>                     | 11/22/01   Thursday | 11/28/02   Thursday  | 11/27/03   Thursday | 11/25/04   Thursday |
| <b>DAY AFTER THNANKSGIVING</b>          | 11/23/01    Friday  | 11/29/02    Friday   | 11/28/03    Friday  | 11/26/04    Friday  |
| <b>CHRISTMAS</b>                        | 12/25/01   Tuesday  | 12/25/02   Wednesday | 12/25/03   Thursday | 12/24/04    Friday  |
| <b>NEW YEARS DAY</b>                    | 1/1/02    Tuesday   | 1/1/03    Wednesday  | 1/1/04    Thursday  | 12/31/04    Friday  |
| <b>MARTIN LUTHER KING, JR. BIRTHDAY</b> | 1/21/02    Monday   | 1/20/03    Monday    | 1/19/04    Monday   | 1/17/05    Monday   |
| <b>CESAR CHAVEZ DAY</b>                 | 4/1/02    Monday    | 3/31/03    Monday    | 3/31/04   Wednesday | 3/31/05   Thursday  |
| <b>MEMORIAL DAY</b>                     | 5/27/02    Monday   | 5/26/03    Monday    | 5/31/04    Monday   | 5/30/05    Monday   |

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**HARD HOLIDAYS  
DATES LIBRARIES ARE CLOSED**

|                                         | FY 01-02                        | FY 02-03           | FY 03-04           | FY 04-05                       |
|-----------------------------------------|---------------------------------|--------------------|--------------------|--------------------------------|
| <b>INDEPENDENCE DAY</b>                 | 7/4/01 Wednesday                | 7/4/02 Thursday    | 7/4/03 Friday      | 7/4/04 Sunday<br>7/5/04 Monday |
| <b>LABOR DAY</b>                        | 9/3/01 Monday                   | 9/2/02 Monday      | 9/1/03 Monday      | 9/6/04 Monday                  |
| <b>THANKSGIVING</b>                     | 11/22/01 Thursday               | 11/28/02 Thursday  | 11/27/03 Thursday  | 11/25/04 Thursday              |
| <b>DAY AFTER THNANKSGIVING</b>          | 11/23/01 Friday                 | 11/29/02 Friday    | 11/28/03 Friday    | 11/26/04 Friday                |
| <b>CHRISTMAS</b>                        | 12/25/01 Tuesday                | 12/25/02 Wednesday | 12/25/03 Thursday  | 12/24/04 Friday                |
| <b>NEW YEARS DAY Eve</b>                | 12/31/01 Monday                 | 12/31/02 Tuesday   | 12/31/03 Wednesday | 12/31/04 Friday                |
| <b>NEW YEARS DAY</b>                    | 1/1/02 Tuesday                  | 1/1/03 Wednesday   | 1/1/04 Thursday    | 12/31/04 Friday                |
| <b>MARTIN LUTHER KING, JR. BIRTHDAY</b> | 1/21/02 Monday                  | 1/20/03 Monday     | 1/19/04 Monday     | 1/17/05 Monday                 |
| <b>CESAR CHAVEZ DAY</b>                 | 4/1/02 Monday<br>3/31/02 Sunday | 3/31/03 Monday     | 3/31/04 Wednesday  | 3/31/05 Thursday               |
| <b>MEMORIAL DAY</b>                     | 5/27/02 Monday                  | 5/26/03 Monday     | 5/31/04 Monday     | 5/30/05 Monday                 |
| <b>Easter Sunday</b>                    | 3/31/02 Sunday                  | 4/20/03 Sunday     | 4/11/04 Sunday     | 3/27/05 Sunday                 |

#### IV. Floating Holidays

- A. Amount - Effective the first pay period in July of each fiscal year of this agreement, employees shall be credited with eight (8) hours floating holiday time each for Lincoln's Birthday, Washington's Birthday, Admission Day, and Veteran's Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their department head.

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- B. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

## **ARTICLE 2.14 VACATION AND SICK LEAVE**

- I. Definition - For the purpose of this article, the following definitions shall apply:

- A. "Continuous Service" means City service uninterrupted by separation.
- B. "Intermittent Service" means City service interrupted by separation.
- C. "Time worked" includes all paid time.
- D. "Active service" includes time worked, leave of absence without pay not to exceed 14 calendar days, and leave of absence not to exceed one year for which Workers Compensation is paid.

- II. Vacation

- A. Vacation Accrual - Continuous service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. The following provisions shall apply:
  - 1. Employees will accrue 10 working days during the first year of service. This benefit will be accumulated at the rate of 3.07 working hours for each full biweekly pay period of service performed.
  - 2. Employees will accrue and be eligible to receive 10 working days annually (cumulative to a total leave balance of 20 working days) during the second through fourth year of service. This benefit will be accumulated at the rate of 3.07 working hours for each full biweekly pay period of service performed.
  - 3. Employees will accrue and be eligible to receive 15 working days annually (cumulative to a total leave balance of 30 working days) during the fifth through fifteenth year of service. The benefits will be accumulated at the rate of 4.60 working hours for each full biweekly pay period of service performed.

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4. Employees will accrue and be eligible to receive 20 working days annually (cumulative to a total leave balance of 40 working days) during the sixteenth and succeeding years of service. This benefit will be accumulated at the rate of 6.14 working hours for each full biweekly pay period of service performed.

Maximum Vacation Accrual - At no time may an employee have more than two years of vacation leave accumulated. No credits shall be accrued above this limit and any time in excess of the two-year limitation will be lost.

5. Vacation accrual rate changes will become effective at the beginning of the pay period closest to the actual date of change.
  6. Effective July 1, 2002, represented employees with a minimum of 10 years full-time employment will be eligible to sell back one week (40 hours) of accumulated vacation leave per fiscal year, one time per year.
- B. Each part time employee paid at a biweekly rate shall be entitled to vacation with pay. The number of working days of such vacation shall be computed on the basis set forth in subsection (2), (3), or (4) and shall be in the proportion that such part-time employment bears to full-time employment.
  - C. Employees separated from the City service, whether voluntarily or involuntarily, shall be granted all of the unused vacation to which they are entitled based upon continuous service computed on the basis set forth in subsections (2), (3), and (4). Payment shall be made hour for hour with any portion of an hour being considered a full hour.
  - D. Vacation Use - Vacation leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence may not be charged to vacation not already accumulated.

### III. Sick Leave

- A. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event absence is made necessary because of disability due to injury or illness of the employee or members of their immediate family. For purposes of this article immediate family is defined as spouse, child, stepchild, parent, stepparent, parent-in-law,

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grandparent, domestic partner or any other person living as a member of the employee's immediate household.

- B. Sick Leave Accrual - Computation of sick leave: Sick leave with pay is cumulative at the rate of 3.68 working hours for each biweekly pay period of active service, 96 hours annually, beginning at the time of full-time probationary employment. Permanent part-time employees shall receive sick leave pay in the proportion that such part-time employment bears to full-time employment. A person who has held a position with temporary or interim status and is appointed to a position with probationary status, without a break in service, may have such time credited to sick leave upon the recommendation of the department head and the Human Resources Director and with the approval of the City Manager.
- C. Maximum Sick Leave Accumulation - Unused sick leave may be accumulated in an unlimited amount.
- D. Sick Leave Use - Sick leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence for illness may not be charged to sick leave not already accumulated.

In order for sick leave to be approved, the employee must call his or her supervisor within one hour of the time to begin work. If the supervisor is unavailable, the employee must leave word with a designated individual that he or she is too sick to come to work or has a contagious condition that would make his or her presence at the worksite dangerous for other employees. In cases where it is impossible to call (e.g., in hospital, unconscious, or other legitimate reasons) the supervisor shall withhold approval of sick leave until the employee can explain why he/she did not call within the one hour. The supervisor will then make a determination as to the allowability of sick leave use.

- E. Sick Leave Verification - The City may, in its discretion, require a doctor's certificate and/or a personal sworn affidavit verifying the nature, severity and cause of the disabling injury or illness of the employee in order to determine eligibility for sick leave. If an employee is to be required to furnish a doctor's certificate, the employee shall be notified by his/her supervisor that a doctor's certificate shall be required when the employee notifies the City that he/she will be absent by reason of illness or disability.

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Sick leave verification may be requested at any time it appears there is a pattern or practice of sick leave use that could be related to abuse, regardless of whether or not the individual has a sick leave balance on the books. Exhaustion of sick leave balances does not automatically trigger the verification requirement. When verification is required, the employee must show immediate improvement. Sick leave will then be monitored for a period of six months. If at any time during that period there is any abuse of sick leave, the employee will be subject to disciplinary action up to and including termination.

F. Bereavement Leave – When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member defined by the IRS as husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, step-parent, or any other person living in the same household as the employee or an immediate family member of the employee's spouse; and after such employee makes written request and receives written approval from their Department Head, such employee may be allowed to use their accumulated sick leave, vacation, compensatory time or floating holiday time for up to five (5) days, plus three (3) travel days.

G. Sick Leave Reimbursement

1. Employees using four (4) days of sick leave, or less, during the fiscal year, shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to pay.
2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

| <b>REMAINING YEARLY SICK LEAVE</b> | <b>PAY OPTION (25%)</b> |
|------------------------------------|-------------------------|
| 12 days                            | 3 days                  |
| 11 days                            | 2 days, 6 hrs.          |
| 10 days                            | 2 days, 4 hrs.          |
| 9 days                             | 2 days, 2 hrs.          |
| 8 days                             | 2 days                  |
| 7 days or less                     | 0                       |

3. If the pay option is selected, the paid sick leave hours shall be subtracted from the employee's accumulated yearly sick leave



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balance. The remaining sick leave hours shall be carried over and accumulated. (Example: Employee uses 4 days sick leave. he/she then elects to receive pay for 25% of remaining days payment, or 2 days. The 2 days are subtracted from his/her remaining yearly sick leave and the other 6 days are added to the employee's accumulated sick leave balance.)

4. Payment will be made during the month of July of each year. Pay will be computed based on the employee's salary step on June 15.
5. Payment will be made only to employees on the payroll twelve consecutive months prior to the payoff calculation. Permanent employees who retire during the fiscal year will be compensated under this plan based upon their formal retirement date. Prorated payments will not be made to an employee who terminates during the fiscal year. However, in the event of the death of an individual while employed by the City, 100% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary.

## **ARTICLE 2.15 LEAVE OF ABSENCE**

- I. An employee who is mentally or physically incapacitated to perform their duties, or who desire to engage in a course of study that will, in the judgment of the City, increase their usefulness on their return to the classified service or who, for any reason considered to be in the best interest of the City government by the appointing authority and the Director of Human Resources, desires to secure leave from their regular duties may, on written request, subject to the recommendation of the Department Head and the Director of Human Resources, and with the approval of the City Manager, be granted leave of absence without pay or benefits for a period not to exceed one year. An employee asking for leave of absence without pay shall submit their request in writing stating the reasons why, in their opinion, the request should be granted, the date when they desires the leave to begin, and the probable date of their return. For each leave without pay, the Director of Human Resources shall determine whether the employee granted such leave shall be entitled to their former position on their return from such leave or whether their name shall be placed on the reinstatement list for the class as provided for in the Civil Service rules. If a request for leave is denied, a copy of such request and the reasons for denial shall be sent to the Civil Service Commission.

An employee who is granted an unpaid leave of absence for more than one month for any reason, including leave for disciplinary purposes shall pay the cost of health

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and life insurance premiums for the entire period of the leave of absence, provided, however, that this provision shall not apply if the leave of absence is a result of the employee being ill or disabled.

## II. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of applicable State and Federal laws (California Military and Veteran's Code.)

## III. JURY DUTY

Permanent and probationary employees who are called to serve on jury duty for any county, state or federal court within the San Diego area shall be entitled to paid leave under the following circumstances:

- A. They must present to their supervisor the court order to appear for jury duty at least three weeks prior to their date to report.
- B. All fees received by the employee for jury duty for days when scheduled for work, excluding mileage, shall be paid over to the City.
- C. The employee must submit a daily court authorized, stamped time card accounting for all hours of required service ordered by the court.
- D. If jury service and travel time from court to work is less than five hours (7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification is provided and approved or pre-authorized leave is approved.
- E. Employees who are required to serve jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.
- F. If the employee is not required to report for jury duty on any particular day(s) they are then expected to be at work as per their normal schedule.
- G. It is the employees' responsibility to inform his or her supervisor on a daily basis if they are required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.
- H. Absence due to jury duty will be submitted on the City leave form.

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- I. Employees whose work week is other than Monday through Friday (8:00 a.m. to 5:00 p.m.) may have their Jury Duty work day adjustments made by their supervisor.

#### IV. COURT LEAVE

Court leave is paid leave granted by the City to enable that employee to fulfill their duty as a citizen to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior, or Municipal Court located within San Diego County.

Court leave shall be limited to:

- A. Required attendance before Federal, Superior, Municipal, and Justice Courts located within San Diego County.
- B. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
- C. Court leave shall not be granted when the employee is paid an expert witness fee.
- D. The employee must submit to the City any payment received except travel and subsistence pay for such duty.
- E. Court leave will only be granted to employees who are not litigants in the civil case nor related to litigants in the civil case or defendants in a criminal case.
- F. Employees shall provide their supervisor with a copy of the legal subpoena and provide other documentary evidence of service.
- G. When employees are subpoenaed in the line of duty they shall be guaranteed a minimum of two hours for each separate court appearance, including travel time.

### **ARTICLE 2.16 DEFERRED COMPENSATION**

CVEA members shall be eligible to participate in the City's approved deferred compensation plans offered by the City.

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## **ARTICLE 2.17    DRIVING ELIGIBILITY POLICY**

Whenever an employee drives a vehicle for City business he/she shall have a valid California Drivers License. In order to ascertain the validity of the employee's licenses, employees must present their drivers license to their supervisor upon request. The City reserves the right to check with the Department of Motor Vehicles to investigate the employees' driving record and to determine if the license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid, the employee must inform his or her supervisor. Failure to notify the supervisor may result in immediate disciplinary action.

An employee who does not possess a valid California Drivers License will be considered for a non-driving position, if one is available. The non-driving assignment will continue for a maximum of six months if there is a reasonable expectation the employee will have a valid California Drivers License at the expiration of that time. Extensions to the six-month limit will be considered on a case-by-case basis; however, in no case shall an employee receive more than one non-driving assignment in any three-year period. When no non-driving assignment is available, employees must request a leave of absence without pay for six months or such time as their license is once again valid, whichever is shorter.

In order to assure that non-driving assignments are provided on a fair and equitable basis, the following procedures shall be observed:

1. Each department will determine whether or not it has any non-driving assignments that can be filled by employees who would otherwise have driving assignments.
2. Non-driving assignments will be given on a first come, first served basis. For example, if two employees in a department have non-valid drivers licenses and there is only one non-driving assignment, the first employee who comes forward will be given the non-driving assignment. The other employee may apply for a leave of absence as described above.

## **ARTICLE 2.18    SUBSTANCE ABUSE POLICY**

Employees represented by CVEA are subject to the City's Substance Abuse Policy.

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## **ARTICLE 2.19 AMERICAN WITH DISABILITIES ACT**

The City and the Association recognize that significant legal obligations have been imposed on employers by the Americans With Disabilities Act (ADA). The Association recognizes and agrees that the City may take actions necessary to comply with ADA requirements, which may require decisions that are contrary to the current MOU, Civil Service rules or past practices. However, prior to making any changes, the City shall provide notice to CVEA of such requirements, and upon request, will meet to discuss the proposed changes.

## **ARTICLE 3.01 PROHIBITED PRACTICES**

- I. CVEA pledges it shall not cause, condone or counsel its unit members or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.
- II. Should any unit employees during the term of this Memorandum of Understanding breach the obligations of Paragraph I, the City Manager or his designee shall immediately notify CVEA that an alleged prohibited action is in progress.
- III. CVEA shall forthwith, and in any event, within eight working hours disavow said strike or other alleged prohibited action, shall advise such members orally and in writing to immediately return to work and/or cease the prohibited activity and provide the City Manager with a copy of its advisement or, alternatively, accept the responsibility for the strike or other prohibited activity.
- IV. If CVEA disavows the prohibited activity and takes all positive actions hereunder in good faith, the City shall not hold CVEA financially or otherwise responsible. The City may impose such penalties or sanctions as the City may appropriately assess against the participants.
- V. Should CVEA during the term of this Memorandum of Understanding breach its obligations or any of them under this section, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- VI. There shall be no lockout by the City during the term of this Memorandum of Understanding.

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## **ARTICLE 3.02 TERM AND EFFECT OF MEMORANDUM OF UNDERSTANDING**

- I. This Memorandum of Understanding shall remain in full force and effect from July 1, 2001, up to and including 12:00 midnight of June 30, 2005.
- II. This MOU fully and completely incorporates the understandings of the parties hereto for the full term of this agreement, constituting the sole and entire understanding between the parties. All previous terms, conditions and understandings and past practices are hereby specifically repealed and rejected unless explicitly set forth herein. It is further understood, however, that nothing herein prohibits the parties from changing and amending the terms of this MOU during the period of its effectiveness by further consultations or meet and confer sessions by mutual agreement. For example, matters subject to Meyers-Milias-Brown which are not covered in the MOU, may be acted upon by the City unilaterally after meeting and conferring with affected employee groups. Nothing contained herein shall affect rights and privileges of parties as established by the laws of the State of California, as contained in the Government Code of the State of California under those provisions known as the Meyers-Milias-Brown Act, unless specifically referred to herein.
- III. The provisions of this Memorandum of Understanding shall be subject to Federal, State and local law.
- IV. If at any time during the term of this agreement, through causes beyond the control of the City, the City does not receive substantial sums of anticipated budgeted revenues or is required to make unanticipated expenditures by reason of governmental or Court action, then, in such event, the City reserves the right, with mutual agreement of CVEA, to reopen this Memorandum of Understanding and to meet and confer on all existing or new employment benefits provided herein. This section, however, in no way affects the existing right of the City to lay off employees.

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## **ARTICLE 3.03 GRIEVANCE PROCEDURE**

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

Section 1. PURPOSE. The purposes and objectives of the Grievance Procedure are to:

- (1) Resolve disputes arising from the interpretation, application or enforcement of specific terms of this agreement.
- (2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. DEFINITIONS. For the purpose of this grievance procedure the following definitions shall apply:

- (1) Manager: The City Manager or his/her authorized representative.
- (2) Day: A calendar day, excluding Saturdays, Sundays and hard holidays as described by this agreement.
- (3) Department head or head of a department: The chief executive officer of a department.
- (4) Director of Human Resources: The Director of Human Resources or his/her authorized representative.
- (5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.
- (6) Employee representative: An individual who speaks on behalf of the employee.
- (7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this agreement.

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(8) Immediate supervisor: The individual who assigns, reviews, or directs the work of an employee.

(9) Superior: The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

(1) To be reviewable under this procedure a grievance must:

- (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this agreement; and
- (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.

(2) A grievance is not reviewable under this procedure if it is a matter which:

- (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this agreement.
- (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
  - 1. Applications for changes in title, job classification or salary.
  - 2. Appeals from formal disciplinary proceeding.
  - 3. Appeals arising out of Civil Service examinations.
  - 4. Appeals from work performance evaluations.
  - 5. Appeals that have Affirmative Action or civil rights remedy.
- (c) General complaints not directly related to specific clauses of this agreement.
- (d) Would require the modification of a policy established by the City Council or by law.
- (e) Relates to any City group insurance or retirement programs.



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#### Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

- (1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his/her or their consent.
- (2) Procedure for Presentation. In presenting his/her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.
- (3) Prompt Presentation. The employee shall discuss his/her grievance with his/her immediate supervisor within ten (10) working days after the act or omission of management causing the grievance, or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.
- (4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Personnel for this purpose.
- (5) Statement of Grievance. The grievance shall contain a statement of:
  - (a) The specific situation, act or acts complained of as an agreement violation;
  - (b) The inequity or damage suffered by the employee; and
  - (c) The relief sought.
- (6) Employee Representative. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he/she so desires.
- (7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
- (8) Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

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- (9) Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
  - (10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
  - (11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or department head, provided he/she observes the provisions of this grievance procedure.
  - (12) Back pay. The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) working days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section IV (3), then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

- Step 1** Discussion with Supervisor. The employee shall discuss his/her grievance with his/her immediate supervisor informally. Within three (3) working days, the supervisor shall give his/her decision to the employee orally.
- Step 2** Written Grievance to Superior. If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) working days' limit, the employee may within seven (7) working days present his/her grievance in writing to his/her supervisor who shall endorse his/her comments thereon and present it to his/her superior within seven (7) working days. The superior shall hear the grievance and give his/her written decision to the employee within seven (7) working days after receiving the grievance.
- Step 3** Grievance to Department Head. If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit,

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the employee may within seven (7) working days present his/her grievance in writing to his/her department head. The department head shall hear the grievance and give his/her written decision to the employee within seven (7) working days after receiving the grievance.

**Step 4**

Grievance to Director and Manager. If the grievance is not settled at the department head level, it may be submitted by the Association Representative within twenty (20) working days to the Personnel Director, who shall investigate and report his/her findings and recommendations to the City Manager within ten (10) working days. The City Manager shall provide his/her answer within ten (10) additional working days. The times indicated may be extended by mutual agreement. Any Employee grievance will be filed with the Association Representative at Step 4.

Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6. ADVISORY ARBITRATION. Any dispute or grievance which has not been resolved by the Grievance Procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the Grievance Procedure. The following Advisory Arbitration procedures shall be followed:

- (1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings.

If agreement on an arbitrator cannot be reached the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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- (2) The arbitrator shall hear the case within twenty (20) working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) working days.

The arbitrator shall have no authority to amend, alter or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement. The above time limits of this provision may be extended by mutual agreement.

- (3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.
- (4) The City and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses and/or stenographer.

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## ARTICLE 3.04 SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding shall be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this agreement shall not be affected thereby. The parties shall if possible meet and confer or meet and consult as the case may be for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Negotiating Team Members  
CITY OF CHULA VISTA:

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Candace Emerson, Chief Negotiator  
City of Chula Vista

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Cheryl Fruchter

Negotiating Team Members  
CHULA VISTA EMPLOYEES  
ASSOCIATION:

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Mark Allen, CVEA President  
Co-Chief Negotiator

---

Mary Grillo, Exec. Director of SEIU

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Lois Balfour, Dep. Dir. of SEIU - Local 2028

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Rodrigo Viesca

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Terry Strauwald

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Alicia Kemp

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Mariya Anton

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Steve Stingle

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Richard Preuss

**CLASSIFICATIONS**

Accountant  
Accounting Assistant I  
Accounting Assistant II  
Administrative Aide  
Administrative Analyst I  
Administrative Analyst II  
Administrative Secretary  
Administrative Technician  
Animal Control Officer  
Aquatic Coordinator  
Assistant Planner  
Assistant Surveyor I  
Assistant Surveyor II  
Associate Planner  
Building Inspector/Code Enforcement Officer I  
Building Inspector/Code Enforcement Officer II  
Buyer  
Circulation Assistant  
Circulation Supervisor  
Communications Operator I  
Communications Operator II  
Community Development Specialist I  
Community Development Specialist II  
Community Service Officer  
Computer Programmer/Analyst  
Computer Programmer  
Computer Programmer/Operator  
Construction Specialist I  
Construction Specialist II (CARP)  
Construction Specialist II (ELEC)  
Construction Specialist II (HVAC)  
Construction Specialist II (PAINT)  
Construction Specialist II (PLUMB)  
Crime Analyst  
Criminal Information Systems Specialist  
Custodian

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## **Appendix A**

Customer Service Representative  
Delivery Driver  
Electronics Technician  
Engineering Aide  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Operator  
Evidence Control Assistant  
Evidence Technician  
Fire Apparatus Mechanic  
Fiscal Office Specialist  
Gardener I  
Gardener II  
Geographic Information Systems Specialist  
Graphics Technician  
Human Services Coordinator  
Information System Technician  
Kennel Attendant  
Landscape Planner  
Latent Print Examiner  
Lead Communications Operator  
Lead Custodian  
Librarian I  
Librarian II  
Librarian III  
Library Associate  
Library Information System Technician  
Library Technical Assistant  
Library Volunteer Coordinator  
Mainframe Computer Operator  
Maintenance Worker I  
Maintenance Worker II  
Nature Center Maintenance Specialist  
Office Specialist  
Open Space Inspector  
Paint Striping Operator  
Parking Control Officer

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## **Appendix A**

Parking Operations Officer  
Parks Supervisor  
Payroll Technician  
Planning Technician I  
Planning Technician II  
Planning Technician III  
Plans Examiner  
Police Data Specialist  
Police Department Training Coordinator  
Police Records Specialist  
Police Records Transcriptionist  
Police Recruit  
Police Services Officer  
Pool Manager  
Public Works Inspector I  
Public Works Inspector II  
Public Works Supervisor  
Public Works Technician  
Pump Mechanic  
Recreation Supervisor I  
Recreation Supervisor II  
Secretary  
Shelving Supervisor  
Senior Accounting Assistant  
Senior Administrative Secretary  
Senior Building Inspector  
Senior Circulation Assistant  
Senior Code Enforcement Officer  
Senior Crime Prevention Specialist  
Senior Custodian  
Senior Electronics Technician  
Senior Equipment Mechanic  
Senior Fiscal Office Specialist  
Senior Gardener  
Senior Library Technical Assistant  
Senior Lifeguard  
Senior Maintenance Worker  
Senior Office Specialist  
Senior Public Works Inspector  
Senior Secretary



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## **Appendix A**

Senior Storekeeper  
Senior Tree Trimmer  
Signal System Engineer  
Sports Coordinator  
Storekeeper I  
Storekeeper II  
Supervising Pump Maintenance Mechanic  
Survey Technician I  
Survey Technician II  
Town Gardener  
Traffic Devices Technician  
Traffic Devices Technician Supervisor  
Tree Trimmer

**CLASSIFICATIONS**

Construction Specialist I  
Construction Specialist II  
Custodian  
Electronics Technician  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Operator  
Lead Custodian  
Maintenance Worker I  
Maintenance Worker II  
Nature Center Maintenance Specialist  
Park Supervisor I  
Public Works Supervisor I  
Pump Maintenance Mechanic I  
Pump Maintenance Mechanic II  
Senior Custodian  
Senior Electronics Technician  
Senior Equipment Mechanic  
Senior Gardener  
Senior Maintenance Worker  
Senior Storekeeper  
Senior Tree Trimmer  
Signal System Engineer  
Storekeeper I  
Storekeeper II  
Supervising Pump Maintenance Mechanic  
Town Gardener  
Traffic Devices Technician  
Traffic Devices Technician Supervisor  
Traffic Painter  
Tree Trimmer

**CLASSIFICATIONS**

Animal Control Officer  
Community Service Officer  
Fire Inspector I & II  
Kennel Attendant  
Parking Control Officer  
Parking Operations Officer  
Park Ranger Supervisor  
Police Recruit  
Police Services Officer  
Non-Seasonal Pool Manager  
Senior Lifeguard

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## CVEA

### SIDE LETTER TO MOU

### CERTIFICATION PAY POLICY

The City and the Association agrees to meet and confer outside the MOU to finalize details of the **Certification Pay Policy**. When both sides reach agreement of the language and finalize the policy, the City will compensate those employees who meet the criteria and possess the following certifications, retroactive to July 1, 2001. If the following certifications are a requirement of the classification, the employee is not eligible for certification pay.

- a. Plan Examiner Certification
- b. Backflow Prevention Certification
- c. Latent Prints Examiner Certification
- d. Playground Equipment Inspection Certification

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Candy Emerson  
Director of Human Resources

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Mark Allen  
CVEA President

Date: \_\_\_\_\_

Date: \_\_\_\_\_